

EXHIBIT A

Engagement Letter

SHOOK
HARDY & BACON

April 28, 2023

VIA E-MAIL

**CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

John K. Kim
Chief Legal Officer
LTL Management LLC
501 George Street
New Brunswick, NJ 08933

Kathleen Frazier

JPMorgan Chase Tower
600 Travis St., Suite 3400
Houston
Texas 77002
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kfrazier@shb.com

Re: Engagement Letter – Chapter 11 Cases and Related Matters

Dear Mr. Kim:

Thank you for retaining Shook, Hardy & Bacon L.L.P. (“Shook”) to represent LTL Management LLC (“LTL”), effective as of April 4, 2023. In accordance with our normal procedures, this letter describes the expanded scope of the services our firm was initially retained to provide, as well as the terms and conditions of our representation.

I have enclosed our standard Terms of Representation which sets forth Shook’s policies and practices regarding representation of clients, including the payment of legal fees and expenses. To the extent these terms and conditions conflict with the Outside Counsel Management and Billing Guidelines for U.S. Located Firms (“Billing Guidelines”) issued by the Johnson & Johnson Law Department, which I understand LTL is utilizing for its outside counsel, the Billing Guidelines will govern. Regarding the scope of our representation, we understand that you have retained Shook as special counsel to advise on issues relating to the defense of talc-related claims and resolution thereof in connection with LTL’s Chapter 11 cases and related matters. We look forward to representing you and, unless agreed upon in writing, the scope of our representation will be limited to providing the legal services necessary to accomplish the foregoing.

We bill for legal services on an hourly basis, and we record time in six-minute increments. I will have primary responsibility for this matter, but may assign other partners, associates, and legal staff to assist as necessary in completing tasks related to this engagement. We have discussed with you, and agreed upon, the current hourly rates of the firm’s attorneys and other personnel expected to be involved in Shook’s representation of LTL, which reflect the rates previously negotiated with Old JJCI and J&J for work on talc matters.

As you know, Shook also represents J&J on talc-related matters. To the extent that work on a matter is undertaken on behalf of both LTL and J&J, Shook will allocate 50% of its fees and expenses incurred in such joint representation to LTL and 50% to J&J.

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We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms for our fees. If they do and you agree with them, please sign this engagement letter and return it to me, along with the attached copy of the Terms of Representation.

If you have any questions or comments, please do not hesitate to contact me. We greatly appreciate the opportunity to work with you.

Sincerely,



Kathleen Frazier

KAF:bpm
Enclosures

The undersigned hereby accepts the terms set forth in this engagement letter and the attached Terms of Representation.

LTL Management LLC

By:



John K. Kim
Chief Legal Officer
LTL Management LLC

Dated: _____

4/28/23

SHOOK, HARDY & BACON L.L.P.
TERMS OF REPRESENTATION

Confirmation of Services. Shook, Hardy & Bacon L.L.P. is pleased to have this opportunity to serve you. Our goal is to provide you quality legal services on a prompt, efficient basis. We have found from past experience that our relationship will be stronger and more effective when at the beginning of each representation there is a clear understanding of the services we will perform, the fees we intend to charge for such services, and the payment thereof. Therefore, it is our standard procedure to be specific with our clients as to the scope of the services that we intend to provide and the terms by which we will bill fees and expenses. The letter accompanying these Terms of Representation sets forth that information. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter.

Scope of Representation. The scope of our representation of you is limited to providing only those services that are described in the accompanying letter. Unless otherwise agreed, we will render those legal services that are necessary to the representation. No other services are intended to be provided without the mutual agreement of you, as our client, and Shook, Hardy & Bacon L.L.P. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence.

Attorneys and Others to Assist in Providing Services. When it is appropriate for your particular matter and when it will serve to reduce costs, we intend to assign parts of your work to other attorneys, paralegals, law clerks, and document clerks. Often these individuals specialize in certain areas, and we have found that allocating work to them allows us to produce our best legal product in the most efficient manner. In such an event, however, the attorney designated in the accompanying letter is your primary contact with the firm. This attorney will supervise the work and will be responsible to you for the entire matter.

Fees and Hourly Rates. Our fees are based primarily on the time spent by each attorney and other professionals in the firm who work on your matter. The hourly rate of each attorney and other professional is based on that individual's expertise and experience. We reserve the right to adjust our fee rates on an annual basis and bills for our fees will reflect those adjustments.

We normally record time in six-minute increments for work done on your matter, including required travel time. We do not charge for attorney administrative time or for time spent in maintaining a general, current knowledge of the law.

Expenses. We will bill you for expenses we incur on your behalf. We will ask you to pay directly any significant outside expenses incurred on your behalf, such as deposition costs, investigators, consultants or experts necessary in our judgment to represent you in this matter. We will direct statements for such expenses to you for payment. It is our policy that clients advance any required filing fee.

We bill for long-distance telephone calls, outgoing FAX charges, photocopying charges, after normal hours word processing, travel expenses, delivery charges other than normal postage, and other necessary expenses. We separately bill for computerized legal research (LEXIS,

WestLaw and similar services) and related expenses. All expenses will be itemized on the statements we will send you.

Technical Support Services. At the request of the client, the firm can provide computer hardware, software, and technical support to design, operate, and maintain client-specific database systems to support specific projects. The firm charges for these services as expenses in addition to legal fees. We bill at rates commensurate with the level of technical expertise required. The firm also charges for any client-specific software or hardware which must be leased or purchased by the firm for any specific project or application; for setup of computers or other equipment for off-premise use, such as at trial sites; for scanning or electronic imaging of documents; for video-conferencing; and for third-party technology support or consultation required by the client's project.

Billing Statements. Unless there are circumstances which would indicate otherwise, each month you will receive a computer-generated statement showing a description of the services performed through the end of the preceding month, identifying the attorneys and others who performed the services, and itemizing expenses incurred by us for your work.

Fees Not Contingent and Due Within 30 Days. Except as may be set out in the accompanying letter, our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment from you about the statement within 45 days of its receipt, we will assume that you find it acceptable.

Payment is to be made in U.S. dollars (\$USD), by check or draft payable to "Shook, Hardy & Bacon L.L.P." If you choose to pay by wire transfer, set forth below are wire payment instructions:

ABA Number: 101000019
Receiving Bank: Commerce Bank
Account Name: Shook, Hardy & Bacon L.L.P.
Account Number: 43056
Reference: Shook invoice number
Address for Bank: 1000 Walnut, Kansas City, MO 64106
SWIFT Number: CBKCUS44

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to delinquent accounts.

Insurance Matters. It is your responsibility to determine if you have insurance that may be applicable to the matter in which we represent you. If you have insurance which covers legal fees and expenses, we will cooperate with you in submitting our statements to your insurer. But, you agree that if your insurer does not pay such fees and expenses on a timely current basis, or fails or refuses to pay our statements in full, you are responsible for prompt payment of our statements.

Attorney-Client Communication. All communications from us, including our statements, may contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the client sees the

privileged material, we recommend that you keep our statements, as well as other letters and communications from us, including our statements, in a separate file marked “Attorney-Client Privileged Materials” and keep the file in a secure place.

Client Confidences. Your communications with us are legally protected by the attorney-client privilege. In addition, we will treat your matter as confidential, and we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about you, your business, or our work on your behalf.

Conflicts of Interest. Based on our customary inquiries, we now believe there is no conflict of interest in our representation of you in this matter. However, Shook, Hardy & Bacon L.L.P. represents numerous clients, many of whom rely on us for general legal representation. It is possible, although we hope it will not happen, that adverse relationships, including litigation, could develop between you or companies or persons related to you and one of our other clients. In such case, if we are not representing you in that matter and it does not involve a subject about which we have been given privileged or confidential information by you in this current matter, you agree that you would not object to our representation of another client in such other matter.

In our engagement letters with other clients, we ask for similar agreements to preserve our ability to represent you in a similar situation, if you would choose to have us do so.

Termination of Services and Representation. You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we are notified of such termination. Similarly, we may withdraw from this representation for reasons including your failure to promptly pay our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship.

Estimates of the Cost of Services to Be Performed. From time to time you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an “educated guess” and not as an assurance that we will be able to do the work for the estimated cost. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

Completion of Matter. After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter.

Document Retention. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us. Otherwise, all such documents will be stored pursuant to our records retention program and may be destroyed at a subsequent date.

No Guarantee. We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

Questions or Additional Information. We hope this explanation is helpful to you, and we invite you to discuss any concern with us at any time or to inquire at any time about the fees or costs incurred. It is extremely important that we proceed so that you and we have a clear and satisfactory understanding about the work to be performed. We will strive to keep you fully informed during the course of this engagement and anticipate that you, likewise, will keep us informed of pertinent developments. We trust you will find that we are not only available and responsive but that we will work diligently to meet your needs and deadlines. Accordingly, we encourage you to contact, at any time, the attorney who signed the accompanying letter or any other person working on this matter.

Acceptance of Terms of Representation. If these Terms of Representation and the accompanying engagement letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign the engagement letter, and return them for our files.